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State of Louisiana
DEPARTMENT OF NATURAL RESOURCES
OFFICE OF MANAGEMENT AND FINANCE
Request for Statement of Interest and Qualifications

"OCPR Engineering Services for Coastal Restoration Projects"

DNR RSIQ No. 2503-10-98

April 6, 2010

The Louisiana Department of Natural Resources (the Department) hereby invites you to submit a Statement of Interest and Qualifications (SIQ) for engineering assistance as described in the scope of services (Enclosure 1). An additional enclosure for Community Development Block Grant projects is included (Enclosure 4).

The proposed contract will be negotiated with the firm selected by the Department and will begin approximately September 1, 2010. The Department's Professional Services Contract will be used for this contract (Enclosure 2).

Firms electing to submit a proposal as a prime contractor cannot be listed as a subcontractor on another firm's proposal. Firms not submitting as a prime contractor are allowed to be listed as a subcontractor on as many proposals as they deem appropriate.

The general criteria to be used by the Department in evaluating responses for the selection of a potential contractor to perform these services are:

1. Specialized Experience (Firm and Key Personnel) 40 points
Measures both the firm's and key personnel's demonstrated experience and performance on work similar to that likely to be required on this project.
2. Professional Qualifications 30 points
Measures the personal qualifications of key personnel expected to participate on this project, including academic attainment, professional achievements and relevant experience.
3. Capability of Firm 30 points
Measures the ability of the firm to provide the technical/professional disciplines necessary to

perform these services within the designated time frame.

TOTAL 100 points

Should you wish to respond to this request for an SIQ please submit four (4) copies of a written statement expressing your willingness to comply with the terms specified herein. **Elaborate proposals are neither required nor desired. The Department prefers a simple presentation and discourages extensive use of artistic designs, use of hard binders, etc.** Included in your SIQ should be **(1) an executive summary stating the firm's particular expertise, resources and advantages they will bring to the project. Also why the submitting team would be the best selection for the project. This summary is limited to two pages;** **(2)** Standard Form DOTD 24-102 (SF24-102) which is attached as Enclosure 3; In the event the SIQ contains subcontractors, the particular task they will perform together with the relevant experience should be included. Names listed on the SF24-102 must precisely match the names filed with the Louisiana Secretary of State, Corporation Division, and the Louisiana State Board of Registration for Professional Engineers and Land Surveyors. Any potential contractor failing to submit any of the information required on the SF24-102 will be considered non-responsive.

NOTE: Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49 (PPM 49). PPM 49 can be accessed at <http://www.doa.state.la.us/osp/travel/traveloffice.htm>.

This written statement must be provided to the Department no later than 3:00 p.m., **May 6, 2010**. Statements must be addressed to:

Ms. Karen Y. Lewis
Contracts and Grants Administrator
Louisiana Department of Natural Resources
P. O. Box 94396
Baton Rouge, Louisiana 70804-9396

and if not mailed, may be hand delivered to Ms. Lewis at the Natural Resources Building, 617 North 3rd Street, 12th Floor Room 1265, Baton Rouge, Louisiana. The selected firm will be posted on the Department of Natural Resources web page at www.dnr.state.la.us. Click on Offices/Divisions. Then click on Contracts and Grants.

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All potential contractors should be advised that contractors may, in certain circumstances be deemed "public employees" as defined by the Ethics Commission. **Full disclosure to the Department is required of any potential conflicts.** Any potential conflicts shall be resolved with the Ethics Commission prior to seeking a contract. The commission on Ethics for Public Employees is located at 7434 Perkins Road, Baton Rouge, LA 70808; telephone number (225)765-2308.

According to the provisions of LA. R.S. 12:301-302, any corporation which is not incorporated in the State of Louisiana must obtain a certificate of authority to transact business in Louisiana from the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana 70809, Phone no. (225)925-4704.

For-profit and non-publicly traded corporations must provide a Disclosure of Ownership form when contracting with the Department. The Disclosure of Ownership should not be submitted with SIQ. However, prior to contracting with the Department, the forms must be completed, notarized, and submitted to the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana 70809 and a copy stamped by the Corporations Division must be provided to the Department.

The firm, engineers, or surveyors that will accomplish the work as described in Enclosure 1, Scope of Services, shall be certified by the Louisiana State Board of Registration for Professional Engineers and Land Surveyors and shall possess current licenses throughout the term of the contract. The firm, engineers, or surveyors shall provide all services in compliance with the registration law for Professional Engineers and Land Surveyors (L.R.S. 37:681 through 37:703 as amended by Act 568 of 1980) and the rules of the Board of Registration for Professional Engineers and Land Surveyors.

ANY QUESTIONS REGARDING THIS REQUEST FOR STATEMENT OF INTEREST AND QUALIFICATION SHOULD BE SUBMITTED IN WRITING TO THE CONTRACTS AND GRANTS ADMINISTRATOR

Replies to such questions will be provided in writing and the questions and answers thereto will be sent to all potential proposers. *Questions must be submitted in writing and received by 2:00 p.m., April 20, 2010.*

Enclosures

- (1) Scope of Services
- (2) Professional Services Contract
- (3) Standard Form DOTD 24-102
- (4) Community Development Block Grant projects

SCOPE OF SERVICES
FOR
ENGINEERING SERVICES

I. INTRODUCTION

The Louisiana Office of Coastal Protection and Restoration, (OCPR) is responsible for designing, evaluating, implementing, maintaining, operating, and monitoring Coastal Restoration and Flood Protection projects in the Louisiana Coastal Zone. The proposed contracts will provide full service Engineering Services on projects initiated by the OCPR.

A copy of the contract you will be required to sign if selected is attached. **Please review the contract prior to submitting your proposal. No requests for changes to the contract language will be considered.** OCPR encourages firms to team with other firms to provide a complete design team. Examples are general engineering, numerical modeling, land surveying, coastal engineering and geotechnical engineering capability. Seven (7) 36 month contracts will be awarded from this advertisement.

II. SCOPE OF WORK

The services and deliverables will be provided on an **as needed, task order basis**.

A. Services Required

The specific engineering services for this contract consist of the following:

1. Coastal Engineering. Provide personnel and equipment needed to perform complex coastal engineering services such as but not limited to:
 - Engineering assistance with the design of unique coastal restoration projects including barrier island restoration, inlet stability, ridge restoration, marsh creation, hydrologic and hydraulic restoration, shoreline protection and freshwater diversions.
 - Utilization of hydraulic, morphological and hydrodynamic models to predict, coastal, riverine and estuarine processes including, but not limited to, flow, circulation, wave climate, sediment transport and tidal influence
 - Review and development of construction cost estimates and technical reports
 - Preparation of construction documents including plans, specifications and bid packages
 - Technical presentations
 - Interfacing with all engineering and scientific disciplines
 - Other coastal engineering tasks as assigned

2. Hydraulics and Hydrology Engineering. Provide personnel and equipment to analyze and design a wide array of coastal structures including weirs, outfall structures and pump stations.
3. Structural Engineering. Provide personnel and equipment to analyze and design a wide array of coastal and flood protection structures including levees, shoreline protection and panel breakwaters, gated outfall structures and weirs, flap gated culverts and structural foundations. Designs could consist of structural steel, concrete, timber, fiberglass and soil.
4. General Engineering. Provide personnel and equipment to perform engineering design including, but not limited to:
 - General engineering and hydraulic studies
 - Analysis and manipulation of data sets and GIS software
 - Project scoping
 - Technical document development and review
 - Report preparation and presentation
 - Estimates of probable cost
5. Construction Oversight. Provide personnel and equipment to perform construction oversight and inspection services on a wide array of coastal and flood protection projects. Duties may include, but are not limited to:
 - Contractor supervision and representation of owner
 - Resident inspection in remote locations
 - Review of daily work logs
 - Technical document development and review
 - Verification of pay requests
6. Program Management, Engineering, and Design Services for CDBG projects. Provide personnel and equipment to perform Program Management Services, Engineering Services and/or Design Services for the U.S. Department of Housing and Urban Development, Community Development Block Grant Program (CDBG). Any contractor performing work for CDBG projects shall be compliant with the CDBG Compliance Provisions for Professional Services Contracts, and is attached as enclosure 2.

B. Personnel and Equipment Requirements

- 1) Engineer Requirements. Engineering work accomplished under this Scope of Services will be performed in accordance with the laws and rules of the State Board of Registration for Professional Engineers and Land Surveyors (LAPELS).
- 2) Equipment. Provide computer hardware, software and other equipment necessary to accomplish the services requested by the Department.

C. Typical Deliverables

- 1) Plans typically are 11" x 17" size drawings bearing the seal of the responsible Professional Engineer or Professional Land Surveyor and may include:
 - ▶Elevation contour maps
 - ▶Cross-sections
 - ▶Plan views (Overlay on aerial or satellite photography and the Lambert Conformal Conic Projection, Louisiana State Plane Coordinate System South Zone, NAD83 may be required.)

Plans shall be submitted as directed by OCPR. Digital copies of plans shall also be submitted in AutoCAD 2004 or newer (*.dwg) format, *.dwf and *.pdf formats. All Plans shall be produced on OCPR standard title block.

- 2) Specifications (compatible with the OCPR standard format, hardcopy and digitally in MS Word and Adobe formats) and bid documentation.
- 3) Technical presentations
- 4) Technical reports
- 5) Progress reports

A specific list of deliverables will accompany each Task Order when issued. All deliverables shall be accompanied by a typed Letter of Transmittal.

Enclosure 2
DNR CONTRACT NO. _____

DNR NO. _____
FORMAT NO. 4
OCR CONTRACT NO. _____

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by and between the Office of Coastal Protection and Restoration OCPR of the State of Louisiana, hereinafter referred to as the "OCPR", and _____ officially domiciled at _____, hereinafter referred to as the "Contracting Party".

WITNESSETH:

WHEREAS, the OCPR desires to retain the Contracting Party to provide technical information and professional expertise as hereinafter described; and

WHEREAS, a fee for the services to be provided by the Contracting Party pursuant to this contract has been mutually agreed upon by all parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

The OCPR hereby employs and retains the Contracting Party who agrees to proceed, after proper notice and receipt of written authorization by the OCPR, with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

1. PROJECT IDENTITY:

This contract will be identified as "_____" with the Contract Number assigned as set forth above. All invoices and other correspondence submitted to the OCPR in connection with this contract shall be identified by this Contract Number.

2. CONTRACT TERM:

The term for the fulfillment of services to be performed pursuant to this contract shall be from _____ through _____.

3. SCOPE OF CONTRACT SERVICES:

The Contracting Party shall provide the necessary personnel, materials, services and facilities to perform the work as set forth in Appendix A (Scope of Services to be negotiated), attached hereto and made a part hereof.

4. OCPR FURNISHED ITEMS:

The Executive Director of the OCPR will designate one or more persons on his staff to act as project manager(s) and the OCPR will provide the following to assist the Contracting Party in the performance of the Scope of Services:

- a. Appropriate personnel for consultation, as required; and
- b. Access to relevant material required in the performance of the work.

5. NOTICE TO PROCEED:

The Contracting Party shall proceed with the work upon receipt of an executed contract which has been approved by the Division of Administration's Office of Contractual Review.

6. COMPENSATION:

The fee which the OCPR agrees to pay and the Contracting Party agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of _____. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

No authority exists for payments which exceed the approved maximum contract amount except through written amendment prior to expiration date of the contract.

7. FISCAL YEAR FUNDING:

The continuation of this contract is contingent on the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriation act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient

monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

8. REPORTS AND PAYMENT:

a. Reporting Requirements:

The following report shall be received by the () Project Manager prior to issuance of incremental and final payments:

A progress report shall be submitted by the Contracting Party with each invoice for payment on Form DNR-PR (Appendix B).

b. Payment:

Payment to the Contracting Party for services rendered shall be made according to the following:

Invoices for progress payments, with supporting documentation, detailing the fees charged and allowable costs to be reimbursed as set forth in Appendix A shall be based upon actual costs incurred and shall be submitted with progress reports.

Travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees, as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior written approval of the Executive Director of the OCPR.

Payments shall be made by the OCPR within approximately thirty (30) days after receipt of an original and two copies of a proper invoice rendered according to the payment schedule and reports as prescribed in Item a. above, and which has been first approved for payment by the OCPR Project Manager.

9. BUY AMERICAN ACT REQUIREMENTS:

The Contracting Party agrees, in the case of any equipment and/or product authorized to be purchased under this contract, to comply with 41 U.S.C. 10a-10c.

10. ALLOWABLE COSTS:

Allowability of costs under this contract shall be determined in accordance with applicable state and federal laws.

11. DELIVERABLES:

The Contracting Party shall provide to the OCPR the items specified in Appendix A as products of the services rendered under this contract.

12. OWNERSHIP OF DOCUMENTS:

- A. Upon completion or termination of this contract, all data collected by the Contracting Party and all documents, notes, drawings, tracings and files collected or prepared specifically in connection with this work, except the Contracting Party's personnel and administrative files, shall become and be the property of the OCPR and the OCPR shall not be restricted in any way whatever in its use of such material. No other person shall have a property interest therein. In addition, at any time during the contract period, the OCPR shall have the right to require the Contracting Party to furnish copies of any or all data and all documents, notes and files collected or prepared by the Contracting Party specifically in connection with this contract within five (5) days of receipt of written notice issued by the OCPR.
- B. The OCPR encourages the use of data collected under DNR contracts for the purpose of dissemination of information through presentations of technical/scientific papers in symposiums/seminars/workshops, publication in journals, newspapers articles and news etc. However, to better control the release of information, the use of the collected data/project information for dissemination purposes is subjected to the following stipulations:
 - 1. Written permission must be sought from the Coastal Engineering Division Engineering & Design Section Manager prior to use of collected data/project information, for any of the publication purposes mentioned above.
 - 2. To obtain such permission a draft paper/presentation must be submitted to the E&D Section Manager for review and approval prior to its release.
 - 3. In all such papers/presentations, DNR (and others if appropriate) must be acknowledged as the source of funding for the data collection/project.

Failure to follow these guidelines may result in stoppage of work or lack of future Task Orders.

13. INDEMNIFICATION:

The Contracting Party agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contracting Party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Contracting Party as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. The Contracting Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

14. INSURANCE

The Contracting Party shall procure and maintain, for the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contracting Party, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed.1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. Minimum Limits of Insurance:

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers' Compensation and Employers Liability:
Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.
4. Aircraft or Watercraft Liability (when applicable to project) - \$2,000,000.00 for watercraft and \$5,000,000.00 for aircraft.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the OCPR. At the option of the OCPR, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the OCPR, its officers, officials, employees, and volunteers; or the Contracting Party shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverage
 - a. The OCPR, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contracting Party; products and completed operations of the Contracting Party, premises owned, occupied or used by the Contracting Party. The coverage shall contain no special limitations on the scope of protection afforded to the OCPR, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is insured" automatically provides liability coverage in favor of the State of Louisiana.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the OCPR, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contracting Party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the OCPR, its officers, officials, employees and volunteers for losses arising from work performed by the Contracting Party for the OCPR.

3. All Coverages

Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the OCPR.

E. Acceptability of Insurers

Insurance is to be placed with insurers authorized in Louisiana, with a Best's rating of no less than A-:V. This requirement will be waived for workers' compensation coverage only.

F. Verification of Coverage

The Contracting Party shall furnish the OCPR with certificates of insurance effecting coverage required by this article, and shall include the DNR Contract number on the certificates. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the OCPR before work commences. The OCPR reserves the right to require complete, certified copies of all required policies, at any time.

G. Subcontractors

The Contracting Party shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

15. ASSIGNABILITY:

The Contracting Party shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the OCPR thereto; provided, however, that all claims for money due or to become due to the Contracting Party under this contract may be assigned to its bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the OCPR.

16. SUCCESSORS AND ASSIGNS:

This contract shall be binding upon the successors and assigns of the respective parties hereto.

17. CLAIMS FOR LIENS:

The Contracting Party shall be solely liable for and shall hold the OCPR harmless from any and all claims or liens for labor, services or material furnished to the Contracting Party in connection with the performance of its obligations under this contract.

18. COMPLIANCE WITH LAWS:

The Contracting Party and its employees, subcontractors and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

19. TAX RESPONSIBILITY:

The Contracting Party hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contracting Party's obligation and shall be identified under Tax Identification Number _____.

20. EMPLOYMENT OF STATE PERSONNEL:

In accordance with La. R.S. 39:1498.(4), the Contracting Party certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

21. COVENANT AGAINST CONTINGENT FEES:

The Contracting Party warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contracting Party, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contracting Party, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the OCPR shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

22. COST RECORDS:

The State, through the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, and the Federal Government, through the Comptroller General of the United States, or any of their duly authorized representatives shall be entitled to audit the books, documents, papers and records of the Contracting Party and any subcontractors which are reasonably related to this contract.

The Contracting Party and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from date of final payment under this contract, for inspection by the OCPR, Legislative Auditor, and/or the Office of the Governor, Division of Administration auditors, and copies thereof shall be furnished if requested.

23. TERMINATION OF CONTRACT FOR CAUSE:

If, in the determination of the OCPR, the Contracting Party fails to fulfill in timely and proper manner its obligations under this contract or violates any of the covenants, agreements, or stipulations of this contract, the OCPR shall thereupon have the right to terminate this contract by giving written notice, sent certified mail (return receipt requested), to the Contracting Party of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

In that event, and at the option of the OCPR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contracting Party under this contract shall become the property of the OCPR, and the Contracting Party shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The OCPR shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contracting Party shall not be relieved of liability to the OCPR for damages sustained by the OCPR by virtue of any breach of the Contract by the Contracting Party, and the OCPR may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due the OCPR from the Contracting Party is determined.

24. TERMINATION FOR THE CONVENIENCE OF THE OCPR:

The OCPR may terminate this contract at any time by giving written notice to the Contracting Party by certified mail (return receipt requested) of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, and at the option of the OCPR, all finished or unfinished documents and other materials as described in the preceding section shall become its property. If the contract is terminated by the OCPR, as provided herein, the Contracting Party shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contracting Party shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made.

25. REMEDIES:

Any claim or controversy arising out of this agreement shall be resolved by the provisions of La. R.S. 39:1524 - 1526.

26. CIVIL RIGHTS COMPLIANCE:

The Contracting Party agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and the Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The Contracting Party shall not discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities or sexual orientation.

Any act of discrimination committed by the Contracting Party, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

27. CODE OF ETHICS FOR STATE EMPLOYEES:

The Contracting Party acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The Contracting Party agrees to immediately notify the OCPR if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

28. CERTIFICATION OF DEBARMENT/SUSPENSION STATUS

The Contracting Party certifies with its execution of this agreement that it is not suspended, debarred or ineligible from entering into contracts with any Department or other Agency of the Federal Government, or in receipt of notice of proposed debarment or suspension.

The Contracting Party shall provide immediate notice to the OCPR in the event of being suspended, debarred or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of this agreement.

The Contracting Party agrees to secure from its subcontractors certification that such subcontractors are not suspended, debarred or declared ineligible from entering into contracts with any Department or Agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension.

Upon receipt of notice of suspension, debarment, or declaration that the Contracting Party is ineligible to enter into contracts with and Department or Agency of the Federal Government, either prior to or after execution of this agreement, the OCPR reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this contract pursuant to the terms of the article in this agreement entitled TERMINATION OF CONTRACT FOR CAUSE, or take such other action it deems appropriate under this contract.

29. REGISTRATION REQUIREMENTS:

The firm, engineers, or surveyors that will accomplish the work as described in the Scope of Services (Appendix A) shall be certified by the Louisiana State Board of Registration for Professional Engineers and Land Surveyors and shall possess current licenses throughout the term of the contract. The firm, engineers, or surveyors shall provide all services in compliance with the registration law for Professional Engineers and Land Surveyors (La. R. S. 37:681 through 37:703 as amended by Act 568 of 1980) and the

rules of the Board of Registration for Professional Engineers and Land Surveyors.

30. SUBCONTRACTORS:

The Contracting Party agrees to obtain written OCPR approval prior to subcontracting any part of the services specified in Appendix A. The Contracting Party shall include, in any subcontract, the provisions contained in this contract. The Contracting Party shall submit requests for approval, accompanied by copies of proposed subcontracts, to the OCPR Project Manager. The Contracting Party further agrees to guarantee and be liable to the State (OCPR) for all services performed under any such subcontract.

31. AMENDMENTS:

No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration's Office of Contractual Review.

THE OCPR AND THE CONTRACTING PARTY REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

STEVE MATHIES, EXECUTIVE DIRECTOR
Office of Coastal Protection & Restoration (OCPR)

(CONTRACTOR NAME)

STANDARD
FORM

Professional Engineer
and Related Services
Questionnaire for
Specific Project

DOTD 24-102
REV. 7/84

ENCLOSURE 3

Purpose:

This form is for the purpose of providing information to the Louisiana Department of Natural Resources regarding the qualifications of a professional firm to undertake a specific professional services contract.

Responses should be as complete and accurate as possible, contain data relative to the specific project for which you wish to be considered, and should be provided, by the due date, to the office specified in the request or public announcement.

This form will be used only for the specified project. Do not refer to the submittal in response to other requests or public announcements.

Definitions:

"Engineer and related services" are those professional services associated with research, development, design and construction, alteration, or repair of real property, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, plans and specifications, cost estimates, inspections, shop drawing reviews, sample recommendations, preparation of operating and maintenance manuals, and other related services.

"Principals" are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.

"Discipline", as used in this questionnaire, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual's primary technical discipline.

"Key Persons, Specialists, and Sub contractor", as used in this questionnaire, refer to individuals who will have major project responsibility or will provide unusual or unique firm capabilities for the project under consideration.

Instructions for Filing (Numbers below correspond to numbers contained in form):

1. Give name and location of the project for which this form is being submitted.

2. Provide appropriate data from the advertisement source identifying the particular project for which the form is being filed.

2a. Give the date of the advertisement source in which the project announcement appeared.

2b. Indicate project number as provided in the announcement.

3. Show name of the individual or firm which is submitting this form for the project.

3a. List the name, title, and telephone number of that principle who will serve as the point of contact. Such individual must be empowered to speak for the firm on policy and contractual matters and should be familiar with the programs and procedures of the Louisiana Department of Natural Resources to which this form is directed.

3b. Give the address of the specific office which will perform the announced work.

3c. Give the name of the resident full-time engineer licensed in Louisiana who will be in responsible charge of the office.

4. Insert the number of personnel by discipline presently employed (on date of this form) at work location. While some personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Write in any additional disciplines - sociologists, biologists, etc. - and number of people in each, in blank spaces. **Personnel not domiciled in Louisiana should be noted by "()"**.

5. Indicate whether you have sufficient staff presently employed to perform these services within the designated time frame or will you have to augment your present staff. Give your firm's total overhead figure (current within the last twelve months and including payroll additives) expressed as a percentage of direct payroll and indicate if you are limiting it.

STANDARD
FORM

Professional Engineer
and Related Services
Questionnaire for
Specific Project

DOTD 24-102
REV. 7/84

6. Answer yes or no. If yes, provide names and addresses of all such individuals or firms, as well as their particular area of technical/professional expertise, as it relates to this project. Existence of previous working relationships should be noted. Include 24-102 for each. Estimated percent of work sub-consultant will perform must be listed.

7. Provide brief resumes of key personnel expected to participate on this project. Care should be taken to limit resumes to only those personnel and specialists who will have project responsibilities. Each resume must include: (a) name of each key person and specialist and his or her title, (b) the project assignment or role which that person will be expected to fulfill in connection with this project, (c) the name of the firm or organization, if any, with whom that individual is presently associated, (d) years of relevant experience with the present firm and other firms, (e) the highest academic degree achieved, (such as two PhD's, list both), the year received and the particular technical/professional discipline which that individual will bring to the project, (f) if registered as an engineer, surveyor, etc., show the field of registration, the year that such registration was first acquired and the Louisiana Registration number and (g) a synopsis of experience, training, or other qualities which reflect the individual's potential contribution to this project. Include such data as familiarity with agency procedures, similar type of work performed in the past, management abilities, familiarity with the geographic area. Please limit the synopsis of experience to directly relevant information.

8. List up to ten projects which demonstrate the competence of the firm's personnel available for this project to perform work similar to that likely to be required on this project. The more recent such projects, the better. Prime consideration will be given to projects which illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) name and location of project, (b) the names of current firm members involved in the project, (c) a project description, (d) brief description of type and extent of services provided for each project, (e) name and address of the owner of that project (if Government agency, indicate responsible office), (f) completion date (actual or estimated), (g) total construction cost of completed project, (or where no construction was involved, the approximate cost of your work) for that portion of the cost of the project for which the named firm was/is responsible.

9. List only those projects which the firm is currently performing or is selected to perform under direct contract with the Louisiana Department of Natural Resources. Indicate in the Percent Complete column (d), the percentage of Engineering Services completed upon filing this form. In the Total Fee Remaining columns, list only that portion of the fee pertaining to your firm (if it is a joint venture or prime-sub contract). Total these two columns.

10. Through narrative discussion, show reason why the firm submitting this questionnaire believes it is especially qualified to undertake the project. Information provided should include, but not be limited to, such data as specialized equipment available for this work, and awards or recognition received by a firm or individuals for similar work, etc. Respondents may say anything they wish in support of their qualifications. When appropriate, respondents may supplement this proposal with graphic material and photographs which best demonstrate design capabilities of the team proposed for this project.

11. Completed forms should be signed by the chief executive officer or the engineer principle responsible for the conduct of the work in the event it is awarded to the organization submitting this form. **ALL INFORMATION CONTAINED IN THE FORM SHOULD BE CURRENT AND FACTUAL.**

STANDARD FORM DOTD 24-102 REV. 7/84 Professional Engineer and Related Services Questionnaire for Specific Project	1. Project name/Location for which Firm is Filing:	2a. Announcement Date	2b. Project Number
3. Firm Name and Mailing Address		3a. Name, Title & Telephone Number of Principle to Contact	
		3b. Address of office to perform work (Street No. & Name, City State, Zip)	
		3c. Name of full time Resident LA Licensed Engineer in charge of 3b.	
4. Full Time Louisiana Domiciled Personnel on Firm Payroll (All engineers in listing must have current Louisiana P.E. Registration). Personnel not domiciled in Louisiana should be noted by "()". <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Administrative <input type="checkbox"/> Architects <input type="checkbox"/> Chemical Engineers <input type="checkbox"/> Civil Engineers <input type="checkbox"/> Construction Inspectors <input type="checkbox"/> Draftsmen <input type="checkbox"/> Ecologists <input type="checkbox"/> Economists </div> <div> <input type="checkbox"/> Electrical Engineers <input type="checkbox"/> Estimators <input type="checkbox"/> Geologists <input type="checkbox"/> Hydrologists <input type="checkbox"/> Registered E.I.T <input type="checkbox"/> Landscape Architects <input type="checkbox"/> Mechanical Engineers <input type="checkbox"/> Mining Engineers </div> <div> <input type="checkbox"/> Oceanographers <input type="checkbox"/> Planners: Urban/Regional/Transportation <input type="checkbox"/> Sanitary Engineers <input type="checkbox"/> Soil Engineers <input type="checkbox"/> Specification Writers <input type="checkbox"/> Structural Engineers <input type="checkbox"/> Survey (LA Licensed) <input type="checkbox"/> Transportation Engineers </div> <div> <input type="checkbox"/> Total Personnel Domiciled in LA <input type="checkbox"/> Total Personnel </div> </div>			
5. Do you presently have sufficient staff to perform these services in the designated time frame? yes no Firm's total overhead figure _____ % Self imposed limitation yes no			
Please indicate if your firm is a Minority-Owned Enterprise (MBE), Woman-Owned Enterprise (WBE), or a Disadvantaged-Business Enterprise (DBE) or not applicable. <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> N/A If applicable, please include certification)			

6. Do you intend to use a sub-consultant(s)? ___ yes ___ no. If answer is yes, all information must be filled out below.		
Name & Address	Description and % of work to be done	Worked with Prime before (Yes or No)
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		

7. Brief Resume of Key Persons Anticipated for this Project	
a. Name, Title & Domicile	
b. Project Assignment	
c. Name of Firm by which employed full time	
d. Years experience: With this Firm ____ With Other Firms ____	
e. Education: Degree(s) / Years / Specialization	
f. Active Registration: Year First Registered/Discipline Branch _____ LA License No. _____	
g. Other Experience and Qualifications relevant to the proposed project:	

8. Work by Firm's (or Sub Consultant's) present Personnel Members which Best Illustrates Current Qualifications Relevant to this Project (List not more than 10 Projects)							
a. Project Name & Location	b. Firm Members Involved	c. Project Description	d. Nature of Firm's Responsibility	e. Owner's Name and Address	f. Completion Date (Actual or Estimated)	g. Estimated Cost (in thousands)	
1)							
2)							
3)							
4)							
5)							

8. Work by Firm's (or Sub Consultant's) present Personnel Members which Best Illustrates Current Qualifications Relevant to this Project (List not more than 10 Projects)							
a. Project Name & Location	b. Firm Members Involved	c. Project Description	d. Nature of Firm's Responsibility	e. Owner's Name and Address	f. Completion Date (Actual or Estimated)	g. Estimated Cost (in thousands)	
6)							
7)							
8)							
9)							
10)							

10. Use this space to provide any additional information or description of resources supporting your firm's qualification for the proposed project

11. The foregoing is a statement of fact.

Signature: _____ Typed Name and Title: _____

Date: _____

**CDBG COMPLIANCE PROVISIONS
FOR
PROFESSIONAL SERVICES CONTRACTS**

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1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**
(applicable to contracts and subcontracts above \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. CERTIFICATION OF NONSEGREGATED FACILITIES
(applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. **CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment

positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**
(applicable to contracts and subcontracts over \$10,000)

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified.

The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. **AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**
(applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. CONFLICT OF INTEREST

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all

finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

21. SUBCONTRACTS

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

27. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.